

**FORT CARSON  
NOTICE TO THE PUBLIC**

**Programmatic Agreement Among the U.S. Army Garrison Fort Carson, the  
Colorado State Historic Preservation Officer, and the Advisory Council on  
Historic Preservation Concerning the Management of Historic Properties on Fort  
Carson, CO, Under Section 106 of the National Historic Preservation Act of 1966,  
as Amended (16 USC. 470)**

U.S. Army Garrison, Fort Carson is seeking to enter into a Programmatic Agreement (PA) under Section 106 of the National Historic Preservation Act (NHPA), to resolve potential adverse effects to historic properties resulting from routine construction, demolition, operations and maintenance activities within the main post area of Fort Carson, CO. The PA identifies exempted activities that would no longer require individual NHPA Section 106 review. Comments on this PA are invited and will be accepted for 30 days from the date this notice is published. Copies of the PA may be reviewed at:

**Colorado Springs:** Penrose Public Library, 20 N Cascade Ave

**Fort Carson:** Grant Library, 1637 Flint St, Bldg 1528

**Fountain:** Fountain Branch Library, 230 S Main St

**Pueblo:** Pueblo City-County Library, 100 E Abriendo Ave

**Canon City:** Canon City Public Library, 516 Macon Ave

The PA is also available online at <http://www.carson.army.mil/> (select the Directorate & Support button on left, then select the Public Works button to display available documents).

Written comments concerning this proposal should be directed to:

Fort Carson NEPA, Cultural, and ACUB Branch Chief

Directorate of Public Works, Environmental Division (IMCR-PWE)

1626 Evans Street, Bldg 1219

Fort Carson, CO 80913

Or submit by email to: [usarmy.carson.imcom-central.list.dpw-ed-nepa@mail.mil](mailto:usarmy.carson.imcom-central.list.dpw-ed-nepa@mail.mil)

For media queries contact the Fort Carson Public Affairs Office Media Relations Office at (719) 526-4143.

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
CONCERNING THE MANAGEMENT OF HISTORIC PROPERTIES ON  
FORT CARSON, COLORADO,  
UNDER SECTION 106 OF THE NATIONAL HISTORIC  
PRESERVATION ACT OF 1966, AS AMENDED (16 USC. 470)**

**WHEREAS**, the U.S. Army Garrison Fort Carson (USAG Fort Carson) has a mission to operate and maintain its installation lands, facilities, training areas, and ranges in the state of Colorado in support of the training of military personnel and units. Training Soldiers and units for combat deployment is critical to the Army's mission, therefore, freedom of maneuver and assured access to training areas is paramount; and,

**WHEREAS**, under Title 36, Code of Federal Regulations, Section 800.1(a) (36 CFR 800.1(a)), the purpose of the Section 106 process is to seek "to accommodate historic preservation concerns with the needs of Federal undertakings;" and,

**WHEREAS**, under designation from the USAG Fort Carson Garrison Commander (Garrison Commander), pursuant to the National Historic Preservation Act (NHPA) of 1966, as amended, and Army Regulation (AR) 200-1, paragraph 1-24(w) and Chapter 6, the USAG Fort Carson Cultural Resources Manager (CRM) has determined that certain day-to-day activities (construction, demolition, operations and maintenance activities), meeting the criteria for "Federal undertakings" have the potential to affect historic properties; and,

**WHEREAS**, that "Federal undertakings" at Fort Carson have been defined as activities associated with the training and preparation of military units and personnel as well as construction, maintenance and operations activities meant to further accomplish the national defense missions that occur within the boundaries of Fort Carson; and,

**WHEREAS**, this Programmatic Agreement (PA), encompasses all lands within the built environment and boundaries depicted in Appendix 1. This PA does not include the other lands at Fort Carson or Pinon Canyon Maneuver Site (PCMS) which will be addressed under a holistic PA for training and the built environment. See Appendix 1 for the area of Fort Carson covered by this PA; and,

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) was notified on October 22, 2010 of USAG Fort Carson's intention to develop a PA, in accordance with 36 CFR 800.14(b) and CFR 800.6(a)(1), and responded on November 5, 2010, that they intended to participate in the consultation process; and,

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**WHEREAS**, USAG Fort Carson has conducted historic property inventory studies for archaeological resources on 79% of Fort Carson lands, inventoried all buildings over 50 years of age, have determined that historic properties are present, and that the nature and location of future undertakings with the potential to affect historic properties cannot always be fully determined prior to their approval; that therefore it is USAG Fort Carson's objective to develop a PA to best manage those historic properties present while also meeting the military mission of the Army; and,

**WHEREAS**, USAG Fort Carson, the SHPO, and the ACHP have consulted to develop and implement this PA to guide management and identification of historic properties on Fort Carson lands in order to streamline responsibilities under Sections 106 and 110 of the NHPA while better supporting the Army's ability to accomplish its national defense mission; and

**WHEREAS**, it is agreed among signatories that certain categories of routine undertakings listed in Appendix 2, *Exempted Undertakings*, either will have no potential for effects to historic properties or have potential effects that are likely to be minimal or not adverse to historic properties, if present within the undertaking's Area of Potential Effects (APE); and,

**WHEREAS**, it is agreed that adverse effects to historic properties will be resolved through mitigation measures described at Stipulation 4; and,

**WHEREAS**, in accordance with 36 CFR 800.14(b) USAG Fort Carson consulted with 13 Federally-recognized tribes (Tribes) with cultural affiliations to Fort Carson lands and invited those Tribes to comment on this PA (Appendix 3); and,

**WHEREAS**, in accordance with 36 CFR 800.14(b) the Army has arranged for public participation by placing notice of this PA development in the local newspaper and consulting with various organizations previously identified as having an interest in cultural resources management activities on Fort Carson lands (Appendix 3); and,

**NOW, THEREFORE**, the USAG Fort Carson shall ensure that the following stipulations are implemented and shall remain in effect until this PA expires or is terminated by USAG Fort Carson, the Colorado SHPO, or the ACHP pursuant to 36 CFR 800.14(b).

### **STIPULATIONS:**

#### **1. GENERAL.**

a. The Garrison Commander is responsible for all decisions regarding the applicability of exempted undertakings in accordance with this PA on Fort Carson lands. The implementation of the Commander's intent shall be primarily advised by the CRM who shall be a government employee and meet *The Secretary of Interior's Professional Qualification Standards* (36 CFR Part 61) for either archeology, history, architecture, historic architecture or architectural history. The CRM shall ensure that efforts to

identify, evaluate, and treat historic properties under the Stipulations of this PA consider the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*. The CRM is responsible, on behalf of the Garrison Commander, for meeting Stipulations herein. In the event that the CRM is unavailable on an extended basis the CRM's Branch chief will serve in the role of CRM and consult as necessary with others to ensure Secretary of the Interior Standards are met for decisions related to NRHP eligibility and adverse effects determinations.

b. The Garrison Commander shall ensure that Installation planning documents and proposed actions are reviewed by the CRM to identify specific undertakings that may be subject to further action pursuant to the terms of this PA. The documents to be analyzed shall include, but are not limited to, the Installation Master Plan, military construction plans, troop training and range construction/operation plans, integrated resource management plans, tenant activities, and historic property renovation and demolition plans. The CRM will be notified of most, if not all, of these actions through USAG Fort Carson's developed and systematic National Environmental Policy Act (NEPA) review process in which the Environmental Division is notified of all actions scheduled on the Installation. For those types of actions not captured as part of the NEPA review process, the Garrison Commander will ensure CRM notification of those actions for appropriate review.

## **2. EXEMPTED UNDERTAKINGS.**

a. Appendix 2, *Exempted Undertakings*, contains a list of activities that are exempted from further consultation with the SHPO and Federally-recognized Tribes in accordance with this PA.

b. The CRM will document all those undertakings that occur in accordance with Appendix 2 and will submit information about those undertakings in the Annual Report. The exempted undertaking information shall include the NEPA/Project number, project title and exemption reference.

c. Should an activity be proposed that differs from those outlined in Appendix 2, USAG Fort Carson shall consult on such undertakings on a case-by-case basis pursuant to the process outlined in Section 106 of the NHPA.

## **3. DETERMINATIONS OF NATIONAL REGISTER ELIGIBILITY.**

USAG Fort Carson agrees to implement the following measures to ensure protection of historic properties:

a. USAG Fort Carson will consult with the SHPO on official determinations of National Register eligibility for previously identified archaeological sites where official determinations of eligibility have not yet been made.

(1) USAG Fort Carson will complete this effort within 12 months of the execution of this agreement.

(2) Due to the large # of archaeological sites requiring National Register-eligibility determinations, the SHPO will have 45 days to respond to submittals regarding USAG Fort Carson's recommendation for National Register eligibility. No response within that timeframe will constitute concurrence with USAG Fort Carson's determination of National Register-eligibility.

(3) USAG Fort Carson will not update data templates into the SHPO's current format, such as site forms which have changed over time, because the original site documentation was populated on appropriate forms at the time of survey. If, however, during review of site forms for submittal to the SHPO, USAG Fort Carson determines that there is inaccurate information present, USAG Fort Carson may choose to update the site data and documentation at that time on a case by case basis.

b. USAG Fort Carson will consult with the SHPO on official determinations of National Register eligibility for historic buildings/structures as they reach the 50-year threshold, if funds are available for planning purposes or prior to any Federal undertaking occurring to these buildings or structures if a survey has not yet occurred.

#### **4. MITIGATION MEASURES.**

USAG Fort Carson will implement the following mitigation measures to resolve for potential adverse effects to National Register-eligible historic properties on Fort Carson lands that may occur as a result of exempted consultation for those activities described in Appendix 2.

a. Archaeological Survey Data: USAG Fort Carson shall compile and provide all prior survey data for both Fort Carson lands and PCMS lands in GIS shape files to ensure USAG Fort Carson and Colorado SHPO has the same base line data for archaeological surveys, locations of archaeological sites, and historic properties in order to populate Colorado SHPO site data and improve future consultations. The most current USAG Fort Carson data will be provided within 30 days of implementation of the PA and then updated data provided every 6 months thereafter.

b. Cultural Resources Training/Educational Awareness: Cultural resources awareness/protection training will continue to be part of the Environmental Protection Officer Course and Maneuver Damage Officer Course, regularly provided to soldiers and installation staff.

(1) The CRM will review training materials yearly and revise as necessary to ensure information is up-to-date and accurate.

(2) The CRM will solicit participation for SHPO/Tribal presentations, field trips, classroom training, videos, and printed literature.

(3) Army will provide copies of training materials to the SHPO/Tribes once a year after execution of the PA for their review and comment. USAG Fort Carson will consider all comments to training materials provided them.

## **5. INADVERTENT DISCOVERIES.**

In the event that discovery of cultural resources are made during work that was exempted from further consultation under this PA or work in which case-specific Section 106 consultation occurred, the CRM will immediately be informed of the discovery in accordance with the USAG Fort Carson Inadvertent Discovery Standard Operating Procedure (SOP), which is provided and required to be followed by every project proponent. The CRM will investigate within 24 hours of the discovery and document the site-visit.

a. If the CRM determines the discovery may be a cultural resource, the CRM will contact the SHPO and the Tribes in accordance with 36 CFR Part 800.13(b) and 800.4(c)(2).

b. Archeological resources identified through discovery situations will be evaluated by the CRM pursuant to criteria found in 36 CFR Part 60.4 and in consultation with the SHPO and Tribes in accordance with 36 CFR Part 800.13(b)(3). However, the timeframes in 36 CFR Part 800.13(b)(3) will be extended to accommodate determinations of eligibility per Part 800.4(c)(2). Any discoveries will also be treated in accordance with other applicable laws and regulations.

c. Until such a time that the consultation process is completed, the proposed construction work will be halted within a boundary defined to provide adequate protection to the discovered item(s).

d. USAG Fort Carson has consulted with culturally affiliated federally recognized Tribes to address compliance with Native American Graves Protection and Repatriation Act (NAGPRA). These documents will be followed and are:

(1) Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Apache Tribe of Oklahoma, Cheyenne and Arapaho Tribes of Oklahoma, Comanche Nation of Oklahoma, Kiowa Tribe of Oklahoma, Northern Arapaho Tribe, Northern Cheyenne Tribe, Oglala Sioux Tribe of the Pine Ridge Reservation, Shoshone Tribe (Eastern Band), Southern Ute Indian Tribe, and Ute Mountain Ute Tribe Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2004.

(2) Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Jicarilla Apache Nation



Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2005.

## **6. EMERGENCY ACTIONS.**

In the event of emergency actions required to protect human health and safety or to avoid substantial damage or loss of facilities. Reasonable and prudent efforts, in coordination with the CRM, shall be made to avoid or reduce adverse effects to historic properties during the implementation of immediate emergency actions, documented in writing after-the-fact and submitted to PA signatories within 30 days as notification of actions taken and included in the PA annual report.

## **7. AMENDMENT.**

Any signatory to the PA may propose to USAG Fort Carson that the PA be amended, whereupon signatories and consulting parties and tribes will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## **8. TERMINATION.**

If the Garrison Commander determines that USAG Fort Carson cannot implement the terms of this PA, or if the SHPO or the ACHP determines that the PA is not being properly implemented, USAG Fort Carson, the SHPO or the ACHP may propose that this PA be terminated only after consultation to amend the agreement are considered and resolution is not met as a result of that consultation. The party proposing to terminate this PA will notify all signatory and concurring parties to this PA in writing, explaining the reasons for termination and afford the parties thirty (30) days to consult and seek alternatives to termination. Should such consultation fail and the PA be terminated, USAG Fort Carson:

- a. Shall comply with 36 CFR Part 800 with regard to each individual undertaking at the Installation; and
- b. May consult in accordance with 36 CFR Part 800.14(b) to develop a new PA; and
- c. Shall notify the signatories as to the course of action it will pursue.

## **9. DURATION.**

This PA shall take effect on the date it is signed by the last signatory and will remain in effect until five years from that date unless terminated pursuant to Stipulation 8. No modification or amendment will be effective unless all signatories have agreed in writing pursuant to Stipulation 7. However, if the signatories have agreed in writing to participate in a comprehensive review prior to the five-year expiration date, the PA will remain in effect unless a signatory terminates the extended agreement pursuant to Stipulation 8.

## **10. REPORTING.**

USAG Fort Carson will provide an annual report to the SHPO, Tribes, and consulting parties on the anniversary of the PA's signature date. The report will be provided to the ACHP upon request. The report will detail the undertakings reviewed by the CRM, the number of exempted undertakings that occurred during that year, the status of USAG Fort Carson's training materials and when they were reviewed by the CRM, SHPO and Tribes and how those comments were incorporated into the training materials, and updates on each mitigation measure described herein that USAG Fort Carson has undertaken to fulfill the requirements of this PA.

## **11. DISPUTE RESOLUTION.**

Should any signatory or concurring party to this agreement object at any time to any of the actions proposed or the manner in which the terms of this agreement are implemented, USAG Fort Carson shall consult with the objecting party(ies) to resolve the objection. If USAG Fort Carson determines, within thirty days, that such objection(s) cannot be resolved, USAG Fort Carson shall:

a. Forward all documentation relevant to the dispute, including a recommended resolution, to the ACHP. Upon receipt of this documentation, the ACHP shall review and advise USAG Fort Carson on the resolution of the dispute within thirty days from the date of ACHP receipt. Any written comment provided by the ACHP, and all comments from the signatories and concurring parties to the agreement, will be taken into account by USAG Fort Carson in reaching a formal decision regarding the dispute.

b. If the ACHP does not provide written comments regarding the dispute within the above thirty-day period, USAG Fort Carson may render a decision regarding the dispute. In reaching its decision, USAG Fort Carson will take into account all written comments it has received regarding the dispute from any signatory or concurring party.

c. During the pendency of any dispute and prior to the resolution of such dispute, USAG Fort Carson shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute. USAG Fort Carson will notify all signatories and concurring parties in writing of its decision concerning any dispute processed in accordance with this Stipulation at least ten days before implementing such decision. USAG Fort Carson's decision will be final.

d. This stipulation does not preclude a member of the public from notifying USAG Fort Carson of any objection and/or dispute they have as to the manner in which this PA is being implemented. USAG Fort Carson shall consider such objections and determine whether any action is necessary to respond to the public.

## **12. ANTI-DEFICIENCY ACT.**



USAG Fort Carson's obligations under this PA are subject to the availability of funds and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. USAG Fort Carson's will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs USAG Fort Carson's ability to implement the stipulations of this PA, USAG Fort Carson will consult with the SHPO and the ACHP in accordance with the amendment or termination procedures outlined in Stipulations 7 and 8 respectively.

### **13. EXECUTION AND IMPLEMENTATION.**

Execution and implementation of this PA evidences that USAG Fort Carson has afforded the SHPO and the ACHP a reasonable opportunity to comment on the effects of the undertaking on historic properties. Execution and compliance with this PA fulfills USAG Fort Carson's Section 106 responsibilities regarding construction, operation and maintenance at Fort Carson.

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### **SIGNATORIES**

COMMANDER, U.S. ARMY GARRISON, FORT CARSON

\_\_\_\_\_ Date: \_\_\_\_\_  
COL Robert McLaughlin

COLORADO STATE HISTORIC PRESERVATION OFFICER

\_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Edward Nichols

ADVISORY COUNCIL ON HISTORIC PRESERVATION

\_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Reid Nelson, Director of Federal Programs

### **CONCURRING PARTIES:**

APACHE TRIBE OF OKLAHOMA

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

COMANCHE NATION OF OKLAHOMA

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

JICARILLA APACHE NATION

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

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KIOWA NATION OF OKLAHOMA

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

NORTHERN ARAPAHO TRIBE

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

NORTHERN CHEYENNE TRIBE

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

NORTHERN UTE TRIBE

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

OGLALA SIOUX TRIBE OF THE PINE RIDGE RESERVATION

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

SHOSHONE TRIBE (EASTERN BAND)

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

SOUTHERN UTE TRIBE

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

UTE MOUNTAIN UTE TRIBE

\_\_\_\_\_ Date: \_\_\_\_\_  
(name)

WICHITA AND AFFILIATED TRIBES

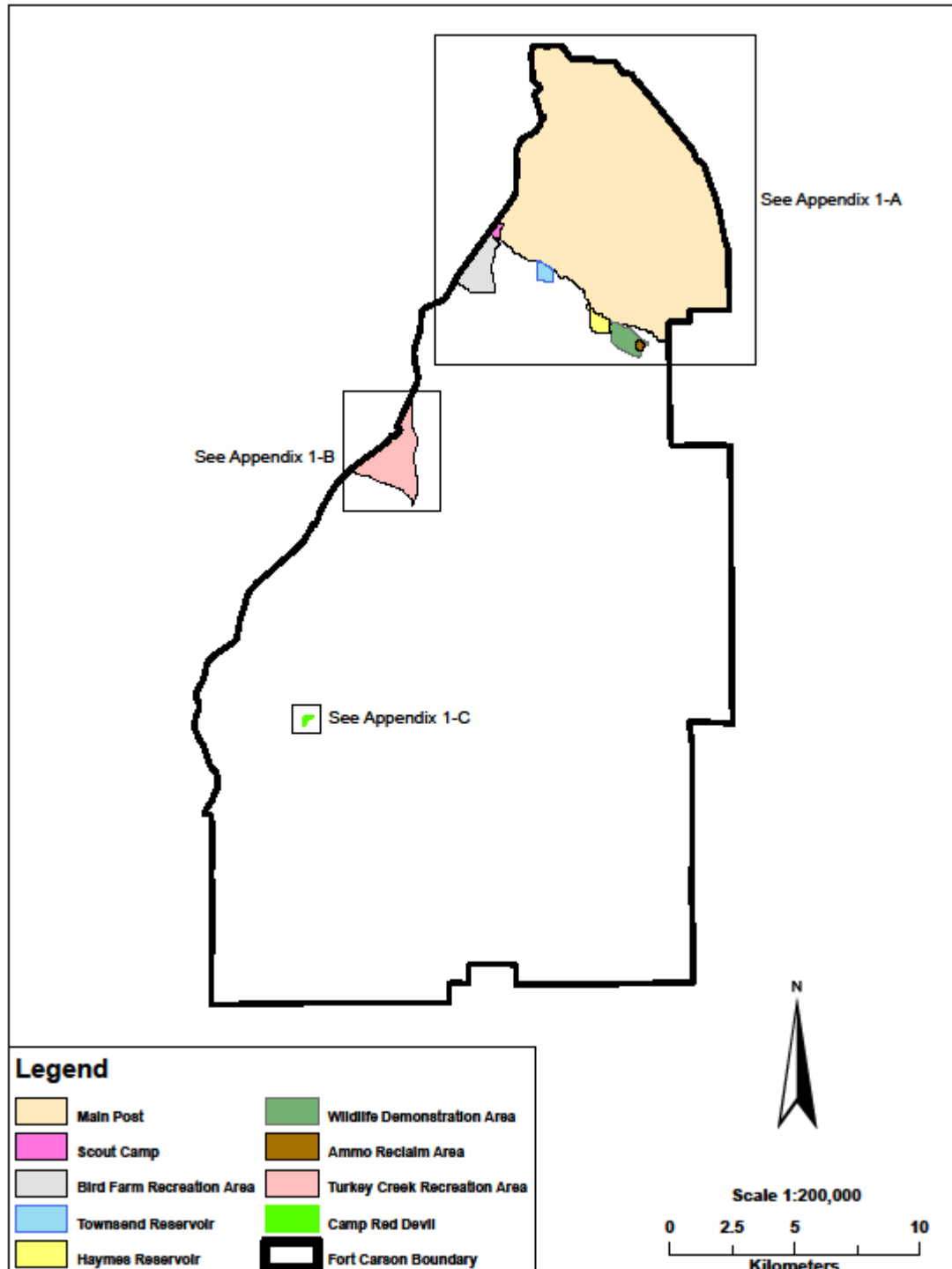
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(name)                      Date: \_\_\_\_\_

**List of Acronyms**

ACHP	Advisory Council on Historic Preservation
AEC	Army Environmental Command
APE	Area of Potential Effects
AR	Army Regulation
ARPA	Archaeological Resources Protection Act
CRM	USAG Fort Carson Cultural Resources Manager
CFR	Code of Federal Regulations
ICRMP	Integrated Cultural Resources Management Plan
NAGPRA	Native American Graves Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
PA	Programmatic Agreement
PCMS	Pinon Canyon Maneuver Site
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
SHPO	State Historic Preservation Officer
SOP	Standard Operating Procedure
USAG	U.S. Army Garrison
USC	United States Code

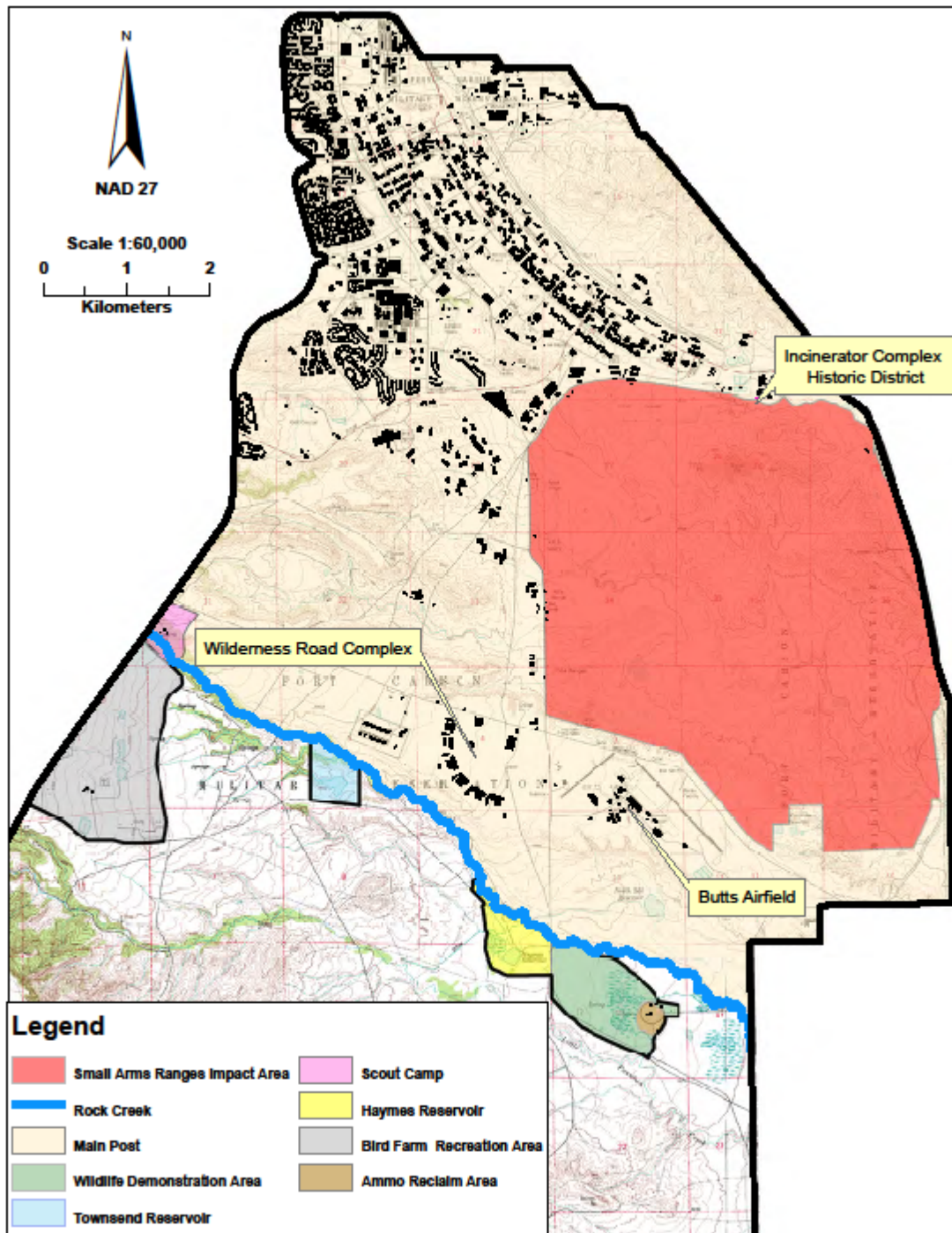
APPENDIX 1

AREA OF FORT CARSON COVERED BY THIS PA



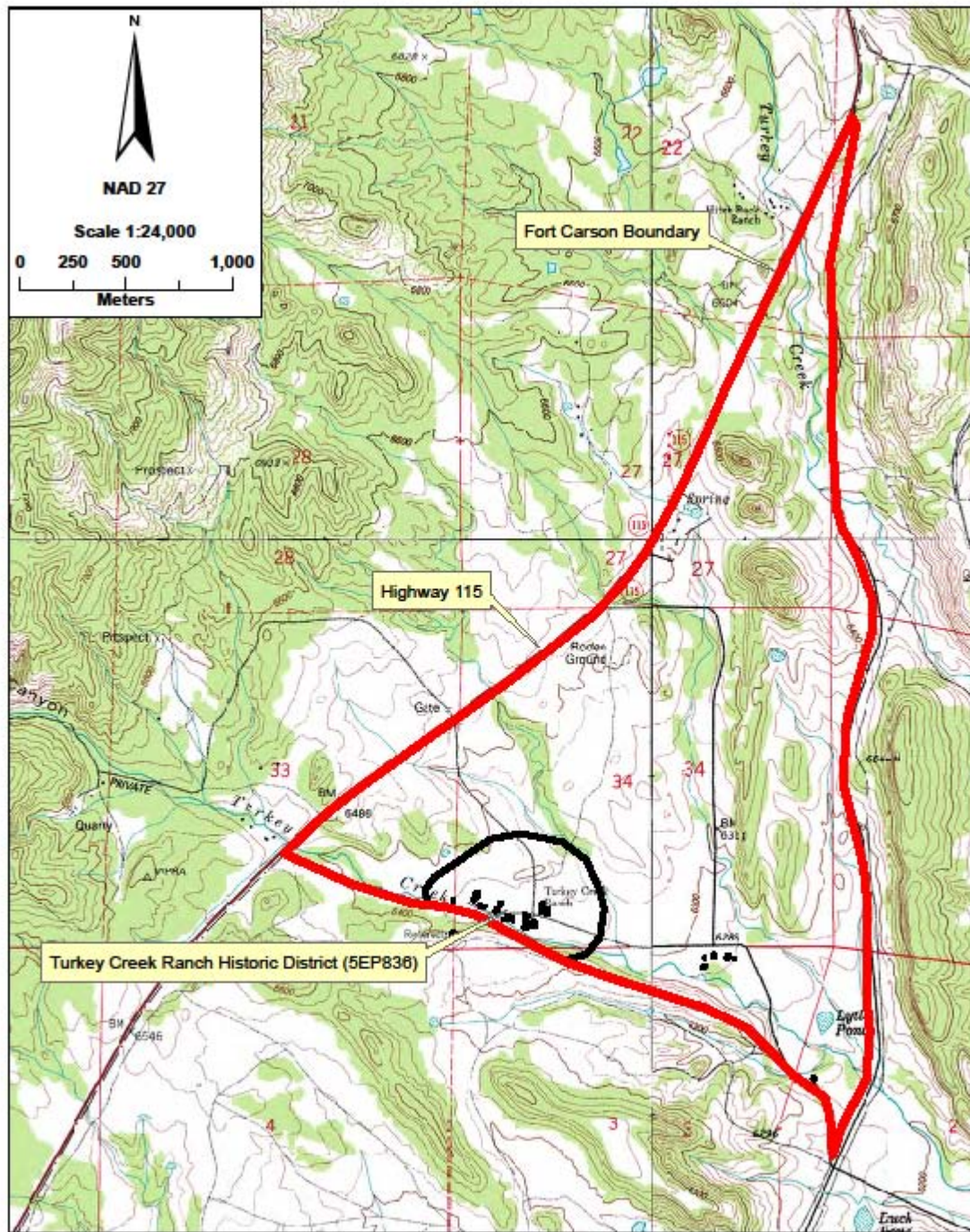


APPENDIX 1 - A



Main Post Area

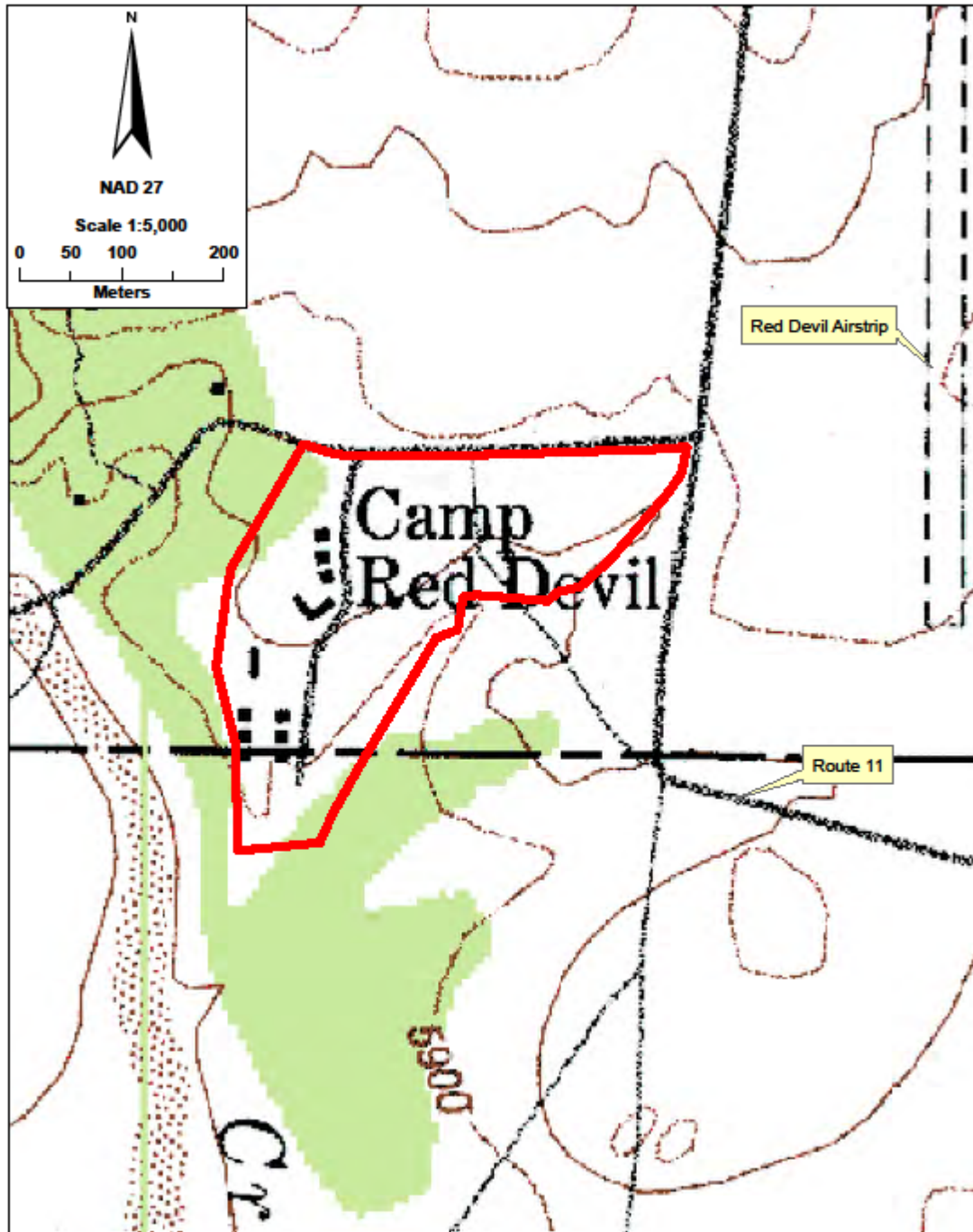
APPENDIX 1 - B



Turkey Creek Recreation Area



APPENDIX 1 - C



Camp Red Devil

**APPENDIX 2**

**UNDERTAKINGS EXEMPT FROM FURTHER CONSULTATION IN ACCORDANCE  
WITH PA**

The categories of undertakings listed below have been determined by USAG Fort Carson, the SHPO, the ACHP, and Tribes to meet the criteria for exemption (36 CFR 800.14(b); i.e., they qualify as undertakings, however, the potential effects of these undertakings are to be minimal or not adverse, and any adverse effects associated with these exemptions has been mitigated in accordance with the PA. Items may be added or deleted upon consultation and concurrence by signatories of this PA. Documentation will be prepared by USAG Fort Carson for undertakings that are exempt, and will be reported to consulting parties annually.

**1. New Construction, Maintenance, Repair, Demolition and Replacement Operations**

a. New construction of buildings and other above and below ground infrastructure where the project will occur in a surveyed area, provided the construction footprint does not include historic properties, is not within the boundary of a historic district, and has no adverse effect to the historic properties view shed as determined by the CRM.

b. Maintenance and repair of existing facilities and infrastructure that are not greater than 50 years old or those facilities that are older than 50 years of age but have been previously determined to be ineligible for the National Register.

c. Repaving, resurfacing, grading or repair of existing improved and unimproved roads, sidewalks, driveways, parking lots, and curbs provided that equipment is restricted to areas where a previous survey has demonstrated no historic properties are present.

d. Stockpiling and staging of construction, road repair, and paving materials in surveyed areas with no historic properties present.

e. Demolition of buildings and other infrastructure where the project will occur in a surveyed area, provided the demolition does not include historic properties, is not within the boundary of a historic district, and has no adverse effect to the historic properties view shed as determined by the CRM.

**2. Historic Buildings**

Decisions necessary for determining what is: architecturally compatible, a character or non-character-defining feature or a condition of character-defining feature for historic buildings will be made by the CRM.

a. Roofs: Maintenance, repair, replacement in kind, or restoration that meets the *Secretary of Interior's Standards for the Treatment of Historic Properties* of existing roofing on historic buildings provided the color selection is specifically reviewed by the CRM or installation historic architect.

b. Exteriors:

(1) Refinishing of surfaces with chemically compatible materials of historic or existing color provided surface preparation meets the *Secretary of the Interior's Standards*.

(2) Removal of deteriorated or damaged paint or coatings down to the next sound layer by hand scraping or sanding. Abrasive methods, sandblasting, and water blasting are specifically prohibited.

(3) Maintenance, repair, and replacement in kind of stucco, masonry, wood siding, trim, porch decking, porch rails, joists, columns, and stairs (including framing), provided that existing materials will be retained to the maximum extent practical.

(4) Maintenance and repair of existing elements that are not visible or that are not character-defining features of architectural properties as determined by the CRM and in consultation with architectural surveys and reports. Such actions will be limited to those requiring no structural modifications.

(5) Installation of materials or equipment for the specific purpose of deterring bird habitat on building components provided such materials do not damage or detract from the architectural character of the building.

(6) Installation of facilities to provide access to historic properties by disabled persons provided the alterations are, based on CRM review, architecturally compatible with the facility, are freestanding, and do not damage or require removal of historic materials.

c. Doors:

(1) General maintenance and repair of doors located in historic buildings or structures.

(2) Replacement in-kind of doors that have been separately evaluated and determined to have deteriorated beyond repair. Replacement shall consist of replacing with a door of original design/configuration or a compatible door (where original or historic doors are missing or have been previously replaced with a non-historic door).

(3) Installation of hardware to include dead bolts, door latches, locks (electric and mechanical), hinges, and peepholes, provided historic materials are not removed other than the minimum necessary to accommodate the hardware. New hardware shall be as

compatible as possible with the historic character of the door and other hardware in or on that door.

(4) Maintenance, repair, or replacement in-kind of existing door screens.

(5) Maintenance, repair, or replacement of non-historic doors.

d. Windows:

(1) Repair and painting of window frames and sashes provided no change results to the interior or exterior appearance of the window, and replacement in kind of window sashes that have deteriorated beyond repair, provided each sash is separately evaluated.

(2) Adjustment of window counterweights including associated disassembly and reassembly.

(3) Re-glazing accidentally broken windows with clear glass of the same thickness as the broken glass.

(4) Maintenance, repair, or replacement in kind of existing window screens and storm windows.

(5) Installation of hardware to include window latches, locks, and hinges, provided historic materials are not removed other than as necessary to accomplish the installation. New hardware shall be as compatible as possible with the historic character of the window and other hardware in or around that window.

(6) Maintenance, repair, replacement or placement of window treatments such as mini-blinds and curtains.

e. Interiors:

(1) Maintenance and repair of existing historic cabinetwork and cabinet hardware.

(2) Replacement of kitchen and bathroom appliances, fixtures, fittings, accessories, and cabinets that are less than 45 years old with compatible items. This includes replacement of non-historic kitchen cabinets with compatible items.

(3) Replacement of existing non-historic flooring, carpets, and blinds, provided that attachment to historic materials is done in a reversible manner.

(4) Maintenance, repair, and replacement in kind of historic flooring, provided that replacement occurs only for portions of such flooring that are extensively deteriorated.



(5) Removal of deteriorated or damaged paint or coatings down to the next sound layer by hand- scraping or sanding. Abrasive methods, sandblasting, and water blasting are specifically prohibited.

(6) Installation of fire, smoke, and security detectors, provided all effects to historic materials are reversible.

(7) Interior renovation when historic materials or structural configurations are not damaged, to include spaces being renovated that have been significantly impacted within the last 45 years.

(8) Purchase and installation of interior furniture/furnishings and information technology systems and equipment where those items will not alter or detract from those qualities that make the resource eligible for the National Register.

(9) Repair of existing elements that are not visible or that are not character-defining features of historic properties. The repairs will be limited to those requiring no structural modifications.

(10) Refinishing in kind; i.e., painting surfaces with the same, or original, materials, and same, or original, color.

(11) Removal and replacement of non-historic asbestos flooring and mastic, provided that removal does not damage historic flooring.

f. Electrical/Communications/Plumbing/HVAC:

(1) Maintenance, repair or replacement of existing electrical and plumbing fixtures, electrical wiring, data lines, and pipes when it can be achieved without damaging other historic features, materials or spaces.

(2) Maintenance, repair, or replacement of existing heating and cooling systems and duct work and ventilation systems when they do not contribute to the historic significance of a building, and provided the new heating and cooling systems do not alter or damage a building's historic features or materials.

(3) Maintenance, repair, or replacement of exterior electrical, power, lighting and communications lines and poles, provided the lines and poles retain their configuration, depth, and alignments unless the lines and poles do not contribute to the historic significance of nearby historic building(s).

(4) Maintenance or repair of elements that are not visible or that are not character-defining features of architectural properties. The maintenance or repairs will be limited to those requiring no structural modifications.

(5) Removal of asbestos insulation and wrap from piping and other mechanical systems.

g. Energy Conservation Measures:

Measures that are not visible or do not alter or detract from those qualities that make the building eligible for the NHRP such as:

(1) Modifications to heating, ventilation, and air conditioning control systems;

(2) Existing insulation in crawl spaces, ceilings, attics, walls, floors, and around pipes and ducts can be replaced (this exemption does not include the installation of materials that induce, retain, or introduce moisture into a building);

(3) Interior modification when the interior space is not a basis for the determination of NRHP eligibility;

(4) Caulking and weather stripping, provided the color of the caulking and weather stripping is consistent with the appearance of the building; and

(5) Replacement or modification of lighting systems when the modifications do not alter or detract from the historic significance of the building.

h. Other:

(1) All maintenance and repair work on elements of historic buildings that are not visible and do not contribute to the historic significance of the property, upon review by the CRM.

(2) Maintenance, repair, and rehabilitation of non-historic structures and above and below ground infrastructure within a listed or eligible historic district or within the view shed of historic properties, provided no change in the overall size, massing, appearance or color of materials results.

(3) Maintenance or repair of buildings that are less than 50 years old, provided they do not otherwise qualify for NRHP eligibility.

(4) Maintenance, repair, construction of additions and/or demolition of buildings that have been previously determined ineligible for listing on the National Register by the SHPO outside of any defined historic district boundaries and any ground disturbance associated with construction occurring in previously disturbed areas or areas previously surveyed with no historic properties present.

(5) Removal of animals, birds, insects, and their associated debris from historic properties when no damage to historic materials will result.

(6) Mothballing of historic properties provided the action is completed in consideration of the procedures established by the National Park Service in Preservation Brief 31: Mothballing Historic Buildings.

(7) Maintaining current landscapes and plant materials throughout historic districts. Mowing, weeding and shrub and tree trimming are allowed. Removal and replacement of landscape and plant materials that are dead, dying, diseased (unsalvageable), and/or pose an imminent hazard to people or structures are allowed.

### **3. Land Management Operations**

a. Maintenance, repair and installation of recreational structures and equipment outside of historic district boundaries.

b. Construction or maintenance of features for erosion control, such as dams, water bars, ditches, cutbanks, or berms in areas that have been previously surveyed and contain no historic properties or where historic properties can be avoided, to include required maintenance on historic ditches to continue adequate water conveyance.

c. Reseeding, tree planting, and other land rehabilitation activities to repair erosion, maneuver damage or wildland fire effects in areas that have been previously surveyed and contain no historic properties or where historic properties can be avoided.

d. Mowing, weed control, and shrub and tree trimming/removal in areas that have been previously surveyed and contain no historic properties or where historic properties can be avoided.

e. Removal and replacement of landscape and plant materials outside of historic district boundaries.

f. Maintenance of existing foot, two-tracks and tank trails.

g. Maintenance work on existing firebreaks, turnouts, improved and unimproved roads, and fences within existing rights-of-way. Rights-of-way are considered to be generally 4 meters on either side of the above-mentioned items.

h. Landfill activities in areas previously surveyed that contain no historic properties.

i. Borrow pits in areas previously surveyed that contain no historic properties.

j. Prescribed burning to reduce fuel load in areas previously surveyed when historic properties can be avoided or protected.

### **4. Natural Resources**

a. The planting of trees and other landscaping items; maintenance of wildlife food, shrub plots, and water guzzlers; and improvement of existing dry stream crossings where the depth of the undertaking will not exceed the current disturbance and/or will not impact an intact soil layer with the potential to contain cultural materials.

b. Treatment for insect infested plants and invasive species in areas that have been previously surveyed and contain no historic properties or where historic properties can be avoided.

c. Prescribed burning for natural resources management activities in areas previously surveyed when historic properties can be avoided or protected.

## **5. Unexploded Ordnance (UXO) Disposal**

a. Removal or in-place disposal of unexploded ordnance.

b. Disposal of ordnance in existing open burning/open detonation units.

## **6. Contaminated Areas**

a. Removal of substances or materials that pose a threat to human health and safety.

b. Contaminated areas identified on Fort Carson lands that are regulated by the Colorado Department of Public Health and the Environment under Resource Conservation and Recovery Act (RCRA) are exempt from historic property survey, inventory or site mitigation.

c. Petroleum contaminated areas on Fort Carson lands that are regulated by the Colorado Department of Labor, Division of Public Safety under Oil Public Safety are exempt from historic property survey, inventory or site mitigation.

## **7. Program Comments, Nationwide Agreements, and USAG Fort Carson Agreements**

a. Undertakings addressed through a fully executed nationwide Programmatic Agreement or other program alternative executed in accordance with 36 CFR 800.14 for compliance with Section 106, such as a program comment, PA or a memorandum of agreement. Presently one nationwide programmatic agreement and three program comments are in place. Program alternatives that are presently in effect and apply to historic properties on Fort Carson lands consist of:

(1) Nationwide Programmatic Agreement addressing World War II temporary buildings. This agreement provides for the demolition of World War II temporary buildings without further Section 106 consultation.

(2) Program Comment for Capehart and Wherry Era (1949-1962) Army Family Housing. This program comment provides a one-time, Army-wide NHPA compliance action for all Capehart and Wherry Era housing for the following management actions: maintenance and repair; rehabilitation; layaway and mothballing; renovation; demolition; and transfer, sale, or lease from federal ownership.

(3) Program Comment for Cold War Era Unaccompanied Personnel Housing. This program comment provides a one-time, Army-wide NHPA compliance action for all unaccompanied personnel housing constructed between 1946 and 1974 for the following management actions: maintenance and repair; rehabilitation; layaway and mothballing; renovation; demolition; and transfer, sale, or lease from federal ownership.

(4) Program Comment for World War II and Cold War Era Ammunition Storage Facilities. This Program Comment provides a one-time, Army-wide NHPA compliance action for all Ammunition Storage Facilities constructed between 1939 and 1974 for the following management actions: maintenance and repair; rehabilitation; layaway and mothballing; renovation; demolition; and transfer, sale, or lease from federal ownership.

b. Undertakings addressed through a fully executed USAG Fort Carson memorandum of agreement, memorandum of understanding, or comprehensive agreement will be carried out in accordance with the terms of such documents and are not subject to the terms of this PA and are as follows:

(1) Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Apache Tribe of Oklahoma, Cheyenne and Arapaho Tribes of Oklahoma, Comanche Nation of Oklahoma, Kiowa Tribe of Oklahoma, Northern Arapaho Tribe, Northern Cheyenne Tribe, Oglala Sioux Tribe of the Pine Ridge Reservation, Shoshone Tribe (Eastern Band), Southern Ute Indian Tribe, and Ute Mountain Ute Tribe Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2004.

(2) Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Jicarilla Apache Nation Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2005.

(3) Memorandum of Understanding between the Jicarilla Apache Nation and Fort Carson Regarding Management of the Hogback Traditional Site on the Pinon Canyon Maneuver Site (PCMS), Las Animas County, Colorado, 2005. (Note: This pertains to PCMS lands not included in this PA, and is cited for reference only)

(4) Memorandum of Agreement between US Army Garrison Command Fort Carson, Colorado and He Ska Akicita Inipi; Subject: Memorandum of Agreement to Conduct Native American Religious Ceremonies on Fort Carson; 2011

**APPENDIX 3**

**NATIVE AMERICAN TRIBES AND OTHER PARTIES INCLUDED IN  
CONSULTATION FOR THIS PA**

[list tribes and parties]

[will include a matrix with tribal, consulting party, and public comments and our  
response]